

United States District Court

for the
Middle District of Tennessee

FILED

JAN 13 2015 DB

NATIONWIDE MUTUAL INSURANCE
COMPANY,

U.S. DISTRICT COURT
MIDDLE DISTRICT OF TN.

Plaintiff,

Civil Action No. 3-14 0586

V.

Judge Trauger

ON YOUR SIDE ADJUSTERS INC.
and JEREMY SNYDER,

Magistrate Judge Brown

Defendant

CONSENT JUDGEMENT AND PERMANENT INJUNCTION COMPLIANCE REPORT

Defendant, Jeremy Snyder and On Your Side Adjusters Inc. move for the entry of this injunction compliance report that sets forth in detail the manner and form in which Defendants have complied with the permanent injunction items A through E.

COMPLIANCE OF LINES ITEMS A-E EXPLAINED

A) Defendants are currently in compliance. (1) As stated in previous filings by Defendants, Defendants discontinued the use of "On Your Side" or any confusingly similar marks for public adjusting or other services within the insurance industry (other than collections and closing out existing claims) in late June-early July of 2013. This was 8 months prior to being sued by Nationwide for using such name

and Defendants have never used the name "Nationwide" or any confusingly similar marks for public adjusting or other services within the insurance industry and will not in the future.

2) Defendants are currently in compliance. As can be seen in the following compliance information B-E Defendants have worked hard to insure that there is no confusion as to the source, sponsorship, or affiliation of Nationwide with Defendants. It **IS NOT** in Defendants best interest for Defendants to confuse anyone into thinking that their public adjusting business is in anyway associated with Nationwide Mutual Insurance Company as such confusion would only cause Defendants to lose business and reputation because they work as opponents to companies such as Nationwide and their clients usually come to them after they have a disagreement with an insurance company and/or a general mistrust for insurance companies altogether. With that said, Defendants have worked very hard to eliminate any possible confusion by Snyder discontinuing the use of the Company "On Your Side Adjusters Inc." and starting a new company "National Claim Managers Inc." in late June - early July of 2013, which was approximately 8 months prior to Nationwide suing Defendants for using the old company name and by Defendants doing everything else that is detailed in lines B-E.

B) Defendants are currently in compliance. Defendants have removed all known locations where the name "On Your Side" or "Nationwide" has been used by them to include 1) Shutting down the public news website OnYourSideAdjusters.com. 2)

Removing the two public news Facebook pages “Nationwide News” and “Stop Deceptive Advertising”. 3) Removing any posts or references that could be found that included either “On Your Side” or “Nationwide” from all of Defendants public social media accounts. 4) Making an effort to find as many posts as possible that were made by Defendants on other people’s public forums and deleting such posts. 5) Discontinuing the sending or receiving of emails through the email address OnYourSideAdjusters@gmail.com. If you send an email to that email address you will get a response stating “THIS E-MAIL IS NO LONGER IN USE”. This email account is not being used for any business or marketing purposes but it cannot be deleted in its entirety because it was Snyder’s primary e-mail used in this case for all correspondences between Defendants and Plaintiff and it is important for case record keeping that it stay active as to not prejudice Defendant’s case should the injunction and/or the Settlement Agreement between Nationwide and Defendants ever be challenged by either party.

- C) Defendants are currently in compliance. This was addressed in line (B) and defendants are not currently violating this requirement nor do they plan to.
- D) Defendants are currently in compliance. Defendants have collected all receivables under the name “On Your Side”, closed all bank accounts, and ended all business activities under that name.
- E) Defendants are currently in compliance. Defendants have destroyed all business cards, flyers, and other promotional material mentioning public adjusting or other

insurance related service connected to the name "On Your Side" that were in their possession or that they had access to, outside of anything relating to this case or case record keeping that by destroying would prejudice Defendants case should the injunction and/or the Settlement Agreement between Nationwide and Defendants ever be challenged by either party.

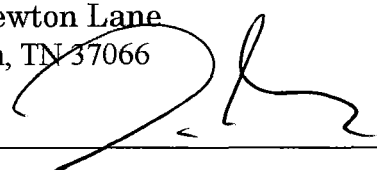
CONCLUSION

Defendants have fully complied with every aspect of the Consent Judgement and Permanent Injunction and look forward to a notice of final conclusion of this case.

Dated this 12th day of January, 2015

Dated this the 12th day of
January, 2015.

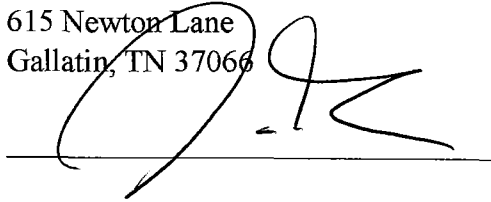
On Your Side Adjusters, Inc.
615 Newton Lane
Gallatin, TN 37066

By:  _____

Jeremy Snyder, Officer and Representative

Dated this the 12th day of
January, 2015.

Jeremy Snyder
615 Newton Lane
Gallatin, TN 37066



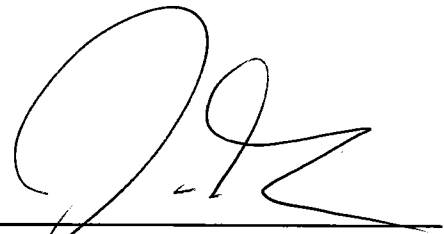
Attention:
Salvador M Hernandez
Riley Warnock & Jacobson, PLC
1906 West End Avenue
Nashville, TN 37203

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing has been served upon Defendants via U.S mail at:

Attention
Salvador Hernandez
Riley Warnock & Jacobson, PLC
1906 West End Avenue
Nashville, TN 37203

Dated: January 12th, 2015

A handwritten signature in black ink, appearing to read 'J. Snyder', is written over a horizontal line.

Jeremy Snyder
615 Newton Lane
Gallatin, TN 37066